

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
EagleMed LLC			10/22/2010
		Entity Type	
		LIMITED LIABILITY COMPANY: DELAWARE	
RECEIVING PARTY DATA			
Name:		Wells Fargo Bank Northwest	
Street Address:		299 S. Main Street	
City:		Salt Lake City	
State/Country:		UTAH	
Postal Code:		84111	
Entity Type:		National Association: UNITED STATES	
PROPERTY NUMBERS Total: 2			
Property Type		Number	Word Mark
Registration Number:		3784639	
Registration Number:		3784641	EAGLEMED
CORRESPONDENCE DATA			
Fax Number:		(312)862-2200	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		3128623312	
Email:		patrick.lau@kirkland.com	
Correspondent Name:		Kirkland & Ellis LLP	
Address Line 1:		300 North LaSalle	
Address Line 2:		c/o Patrick Lau, Legal Assistant	
Address Line 4:		Chicago, ILLINOIS 60654	
ATTORNEY DOCKET NUMBER:		31500-844 PL	
NAME OF SUBMITTER:		Patrick Lau	
Signature:		/pl/	

CH \$65.00 3784639

TRADEMARK

Date:

10/22/2010

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

This Trademark Security Agreement, dated as of October 22, 2010 by and between EAGLEMED LLC, a Delaware limited liability company (the "Grantor"), in favor of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, in its capacity as Collateral Trustee pursuant to the Collateral Trust Agreement dated as of October 22, 2010 (in such capacity together with its successors and assigns, the "Grantee").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 22, 2010 (the "Security Agreement") in favor of the Grantee pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Grantee, for the benefit of the Secured Parties, to enter into the Collateral Trust Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Grantee for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Trademarks owned by such Grantor including, without limitation, those registered or applied for Trademarks listed on Schedule I attached hereto and all Proceeds of any and all of the foregoing; provided that with respect to any United States Trademark, applications in the United States Patent and Trademark Office on the basis of any Grantor's "intent to use" such Trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

SECTION 5. Termination. Upon termination of the Security Agreement, the security interest granted pursuant to this Trademark Security Agreement shall be automatically released and the Grantee shall, at the reasonable request of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademarks listed on Schedule I attached hereto.

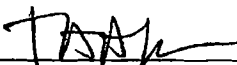
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,


EAGLEMED LLC

By: 
Name: Thomas A.A. Cook
Title: Vice President, General Counsel, Chief
Compliance Officer and Secretary

Signature page to Trademark Security Agreement (Senior Notes)

TRADEMARK
REEL: 004304 FRAME: 0076

SCHEDULE I
to
GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Owner
Design Only 	U.S. Federal	77/835531 9/25/2009	3784639 5/4/2010	Registered	Eaglemed LLC
EAGLEMED	U.S. Federal	77/835558 9/25/2009	3784641 5/4/2010	Registered	Eaglemed LLC

NY1697200.1

RECORDED: 10/22/2010

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